



Natural Resources  
Canada

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## CANADIAN GEOSPATIAL DATA INFRASTRUCTURE INFORMATION PRODUCT 45e

# **The Open Government Licence – Canada User Guide**

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# Open Government Licence — Canada User Guide

Prepared for:  
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# Introduction

**This guide is one in a series of Geospatial Operational Policy documents developed by GeoConnections<sup>1</sup>. This guide is intended to inform users of Canada's open geospatial data assets about the nature and scope of Canada's Open Government Licence and to help guide their interactions with it.**

Canada's Open Data Portal ([open.canada.ca/data/en/dataset](http://open.canada.ca/data/en/dataset)) is a single window access point that allows anyone to find, download and use Government of Canada data resources. Access to Canada's data through the Portal is intended to create socio-economic opportunities, increase innovation, promote informed citizen participation in government and provide tangible benefits to Canadian citizens and businesses.

There is a wide range of information found on Canada's Open Data Portal. Popular datasets include Vehicle Fuel Consumption Ratings, Border Wait Times, Crime Statistics and Drug Recalls. Datasets are made available in a number of common formats and a significant percentage of the hundreds of thousands of data files available via the Portal are geospatial data<sup>2</sup>. All this information is available under the terms of one licence: the Open Government Licence – Canada, or OGL-C.

The OGL-C allows free and legal access to a wide range of government of Canada's data, information and other works to anyone who agrees to the terms and conditions of the OGL-C. The OGL-C is based on international best practices in open licensing. It is a short, plain-language document intended to be simple and easy for everyone to understand. The OGL-C is a legal contract that establishes specific rights and duties, and contains complex legal ideas.

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<sup>1</sup> GeoConnections is not responsible for the use of any materials or contents of this guide. The contents of this guide do not constitute legal advice and should not be relied upon as such.

<sup>2</sup> Geospatial data are an important part of all the datasets available via the Canada's Open Data Portal. On March 16, 2015, there are 235,941 geographic datasets, representing almost 97% of the 244,023 available datasets, all types combined.

The goal of this guide is to help users fully understand the [OGL-C](https://open.canada.ca/en/open-government-licence-canada) ([open.canada.ca/en/open-government-licence-canada](https://open.canada.ca/en/open-government-licence-canada)) before downloading any available resources from Canada's Open Data Portal. Section 1 offers a clause-by-clause description of the licence with a view to explaining how it works in plain language. Section 2 offers three descriptive "Use Scenarios" that illustrate how the licence may be applied when accessing, using, redistributing or mashing-up any data licensed under the OGL-C.

# 1. The Open Government Licence

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## 1.1 Clause-by-Clause Description of the OGL-C

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For each clause of the OGL-C, this guide provides the exact text of a term of the licence (inside the bounded boxes), followed by a simple description of the term's effect.

### 1.1.1 Acceptance and Scope

- Use of any Information indicates your acceptance of the terms below.
  - The Information Provider grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information, including for commercial purposes, subject to the terms below.

This term first sets the conditions under which a data user will be bound by the licence, meaning that the licence can be enforced against the user. There is no form to fill out or "I accept" button to click to indicate acceptance of the terms of the OGL-C. A user is considered to have read and accepted the licence and agreed to be bound by its terms when the user downloads or makes any kind of use of any data and its metadata or other information found on Canada's Open Data Portal.

Second, this term sets out the scope of the licence, or the extent of the rights you enjoy under the licence. It is:

- "world-wide" – not limited in territory;

- “royalty-free” – you do not have to pay for the data or its use;
- “perpetual” – your rights to the data never end; and
- “non-exclusive” – others may also licence the data.

You may use the data for any purpose, including making money through your use of the data.

All of these rights are “subject to the terms below”, meaning your rights may be cancelled if you violate any other term(s) of the licence.

### 1.1.2 Your Rights

You are free to:

- Copy, modify, publish, translate, adapt, distribute or otherwise use the Information in any medium, mode or format for any lawful purpose.

The licence is generous in scope, giving you ample rights to use and share open data. You may also combine the data with other datasets, or build on the licensed data to create new works. You may work with the data in any medium (such as in an article, on a website or in any application) or in any format. You may depict the data in graphs or other formats. You may not use the data for an unlawful purpose – for the purpose of breaking a law or violating another’s legal rights.

### 1.1.3 Your Obligations

You must, where you do any of the above:

- Acknowledge the source of the Information by including any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this licence.
- If the Information Provider does not provide a specific attribution statement, or if you are using Information from several information providers and multiple attributions are not practical for your product or application, you must use the following attribution statement:

Contains information licensed under the Open Government Licence – Canada.

The terms of this licence are important, and if you fail to comply with any of them, the rights granted to you under this licence, or any similar licence granted by the Information Provider, will end automatically.

One of the few requirements of the OGL-C is the need for users to acknowledge the source of the information by offering a link to the licence and including any attribution statement required by the Information Provider(s). Where no attribution statement is provided by the Information Provider, or if multiple sources of data are being used, rendering the display of several attribution statements impractical, then a statement maintaining that the product or application “contains information licensed under the Open Government Licence – Canada” is sufficient to fulfill the obligation for acknowledgement of source under the OGL-C.

Individuals need to be careful in tracking and defining which parts of their own works fall under what licence because the terms of the OGL-C are strict: full compliance is required or else the rights granted under the licence will end automatically.



### 1.1.4 Exemptions

This licence does not grant you any right to use:

- Personal Information;
- Third party rights the Information Provider is not authorized to licence;
- The names, crests, logos, or other official symbols of the Information Provider; and
- Information subject to other intellectual property rights, including patents, trade-marks and official marks.

The OGL-C does not apply to certain categories of information:

- “Personal information” – The OGL-C definition section (see s. 2.1.8 below) says that “personal information” has the meaning given in the definition of that term in the federal *Privacy Act*. “Personal information” is not simply name, address, and telephone number, but includes any “information about an identifiable individual”. This is a potentially broad term that could limit the scope of rights one enjoys under the licence, since the licence grants absolutely no rights to personal information. Use of such information without permission could lead to liability for misuse of personal information.
- “Third party rights” – these are rights in information held by others – such as companies who provide the information to the government – where the Information Provider has not been given permission to share the information. The licence grants no rights to such information. Use of such information without the permission of the third party could lead to liability to that third party for infringement of the third party’s rights in the information (e.g., copyright infringement).
- Names, crests, logos or other official symbols of the Information Provider include such things as government trade-marks and branding. Users need a separate agreement with the government to make use of these items.

- Information subject to “other intellectual property rights” means that no patents or trademark permissions are granted in the licence. A user needs a separate agreement with the government to obtain permissions to use these kinds of rights.

### 1.1.5 Non-endorsement

This licence does not grant you any right to use the Information in a way that suggests any official status or that the Information Provider endorses you or your use of the Information.

Additionally, the OGL-C does not grant any right to use the information in a way that suggests official status (i.e. usage and resulting product(s) are not authorized by the Government of Canada) or endorsement (i.e. the use of Government of Canada information does not constitute approval of the end product or service by the Government of Canada) by the Information Provider. This approach is consistent with Creative Commons licences and other common open data licences.

### 1.1.6 No Warranty

The Information is licenced “as is”, and the Information Provider excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.

The Information Provider is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this licence or the Information, even if specifically advised of the possibility of such loss, injury or damage.

Users should know that the information is licensed “as is” with no promise that the information is complete, accurate, or even that the Information Provider has the right to license it to you. This clause effectively says, “use this information at your own risk”.

If something goes wrong with your use of the data, the Government of Canada will not be liable for any loss, damage or injury caused by the information or the licence. This is true even if the

Information Provider knew ahead of time about the problem with the information and the possibility of harm.

### 1.1.7 Governing Law

This licence is governed by the laws of the province of Ontario and the applicable laws of Canada.

Legal proceedings related to this licence may only be brought in the courts of Ontario or the Federal Court of Canada.

The OGL-C is to be “governed by”, or understood according to, the laws in effect in Ottawa, Canada’s capital: these are the laws of the province of Ontario and the federal, or national, laws of Canada.

If someone wishes to challenge or enforce the OGL-C, a lawsuit may be brought in the courts of Ontario or the Federal Court of Canada.

### 1.1.8 Definitions

In this licence, the terms below have the following meanings:

**"Information"** means information resources protected by copyright or other information that is offered for use under the terms of this licence.

The key point here is that “information” is used as a broad term that includes any file, image, dataset, document or other item being “offered for use” under the OGL-C licence. In other words, “information” is a term used to describe any dataset or other product being made available for download and use; in this case, the licence covers all open data available through the Open Data Portal. This is true whether the “information” is considered as eligible to be protected by copyright (an original work) or not (a raw dataset).

**“Personal Information”** means “personal information” as defined in section 3 of the *Privacy Act*, R.S.C. 1985, c. P-21.

The federal Privacy Act defines “personal information” as “information about an identifiable individual that is recorded in any form”. The Act includes a number of examples (such as name, opinions about the individual, and numbers assigned to the individual) and exclusions (such as information about someone who has been dead for more than 20 years, and certain information about government employees).

If your information involves potentially identifiable individuals, you should carefully consider whether the licence covers the information, and whether your dealings potentially violate privacy laws. Consult a lawyer where appropriate.

**"You"** means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

The licence clarifies that any legal person – that is, individuals, companies, or organizations that would be treated by a court as a “person” at law – may enter into this licence.

### 1.1.9 Versioning

This is version 2.0 of the Open Government Licence – Canada. The Information Provider may make changes to the terms of this licence from time to time and issue a new version of the licence. Your use of the Information will be governed by the terms of the licence in force as of the date you accessed the information.

“Versioning” is the practice of revising a licence from time to time to improve the licence to better meet the needs of users and licensors.

However, even if a new licence is published, you will still be bound by the licence under which you obtained the information.

## 2. Use Scenarios: Data and the OGL-C

### 2.1 Using the OGL-C

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The Open Government Licence – Canada (OGL-C) grants free and open access to Canadian federal government information and improved methods of citizen-government interaction. By using a single licence, an open data user can freely and easily use information from multiple governments and their departments.

The following are examples of the ways in which different kinds of open data users with different purposes may access and interact with federal datasets available under the OGL-C.

#### 2.1.1 Scenario 1: Downloading and Using Information

An individual planning to buy a new car wants to identify the most fuel efficient vehicles available for purchase. This individual has recently learned that the Government of Canada is making data openly available in formats that can be loaded into software and analyzed. They also know that the Canadian government collects fuel consumption ratings of motor vehicles in Canada. Can the individual use Canada's Open Data Portal to find this information?

This information is available through Canada's Open Data Portal. After navigating in the web browser [open.canada.ca/data/en/dataset](https://open.canada.ca/data/en/dataset) and searching on “Fuel Ratings”, the individual finds a dataset released by Natural Resources Canada entitled “Fuel Consumption Ratings”. A short description of the dataset as well as other metadata information (publisher, date published, date modified, temporal coverage, openness rating) are available. The individual is pleased to note the dataset is made available in the Comma Separated Value (CSV) format, which can be imported easily into an open source spreadsheet program for further analysis.

The individual notes a prominent link on the web page under a heading called “Licence” to something called the Open Government Licence. Being familiar with the concept of software licensing, the individual clicks the link and reads quickly through the licence. The individual's intended use of the dataset – downloading and using the data for their own research – is entirely

within the scope of the licence. The individual notes that if they were to make the results of their analysis available to others, possibly through publication to a blog or by creating a list to be distributed to friends, the OGL-C states that the source of the information must be acknowledged and a link to the OGL-C provided. The individual does not plan to make their own analysis available at this time, but takes a mental note of this clause, as well as the suggested attribution statement “Contains information licensed under the Open Government Licence – Canada” in case the decision is made later to share. There are no other conditions to be met under the OGL-C. All that remains for the individual is the selection and download of the desired data in the individual’s language of choice.

### **2.1.2 Scenario 2: Analyzing Information and Publishing the Results**

An academic writing a journal article wants to know how to access and interact with federal data products licensed under the OGL-C in an attempt to inquire about government transparency with a focus on how individual tax dollars are spent. The academic’s intent is to overlay this data onto a map to supplement the author’s argument with visual insights.

After entering “government spending” in the search field (this finds 47 datasets<sup>3</sup>), the academic locates a file entitled “Overview of Government Spending and Performance”. “The file provides a whole-of-government overview of actual spending by all federal organizations receiving budgetary appropriations.”<sup>4</sup> This work could potentially be incorporated into the academic’s paper, provided an attribution statement acknowledging the source and a link to the licence is included to ensure compliance with the OGL-C’s terms.

The information is available for use under the terms of the OGL-C. The academic’s intended use – research, analysis and inclusion in a published article – is entirely within the scope of the licence. As the academic intends to publish the results of their study, they must acknowledge the sources of information used to inform it. According to the terms of the OGL-C, they must attribute the information accessed from the Government of Canada with an acknowledgement

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<sup>3</sup> Search performed on March 24, 2015, retrieved from:

[open.canada.ca/data/en/dataset?q=government+spending&sort=metadata\\_modified+desc](http://open.canada.ca/data/en/dataset?q=government+spending&sort=metadata_modified+desc)

<sup>4</sup> Retrieved from the Canada’s Open Data Portal (March 24, 2015): [open.canada.ca/data/en/dataset/551df5b4-6f6a-4cf8-b7f4-7346d6b5755d](http://open.canada.ca/data/en/dataset/551df5b4-6f6a-4cf8-b7f4-7346d6b5755d)

that confirms that the publication “Contains information licensed under the Open Government Licence – Canada”.

### **2.1.3 Scenario 3: Application Development**

A web application development start-up is creating an application (“app”) that associates currently advertised job opportunities with housing costs and other socio-economic information for urban centres across the country. The start-up is sourcing data from several public and private sources, both open and non-open (proprietary).

The OGL-C licence does not present any barriers to combining many sources of data. One of the primary goals of releasing Government of Canada data for open use is to encourage new and innovative uses of the data in products and services that stoke the digital economy.

The OGL-C requirement is again to acknowledge the source of the data, and since the data will be further distributed in the app, it should be distributed in the manner required by the licence: stating that the app “Contains information licensed under the Open Government Licence – Canada”.

## **3. Conclusion**

Canada’s open data is a tremendous resource that holds the potential to answer a wide range of questions and offers tools for asking new ones. Open data provides a means for citizen participation and self-empowerment, government accountability, and innovation. But behind the data, supporting these potential benefits stands the licence.

The OGL-C helps to make the pursuit of information a public, easy, and open process.